

or corporation who is to have alleged to have originated prior to the date of initial delivery of waters to the City under the terms of this agreement, excepting the water filings of Leland H. Kimball, Frank C. Kimball, or the Suburban Water Company.

The Company reserves to itself all rights set forth in paragraph 34 of the Decree of the Court in Case Number 4802 above referred to, which paragraph and right thereunder are based upon the contract for the rental of certain waters of the stream wherein the Company and other water users of the stream are the lessors and Sandy City Corporation by assignment is the lessee.

2. The point or points of diversion and use of the said waters of the stream hereby sold and transferred may be changed by the City at its own cost, subject to the rights of other water users on the stream, and the City may, if it so desires, use the name of the Company in any applications or proceedings to effect such change or changes, provided that it shall pay any cost, expense and damage of every nature that may accrue by reason of any such change, and subject to the right of the Company to use and divert said waters as it has heretofore done or may hereafter desire in any event of forfeiture, cancellation, or other termination of the right of the City to have, take, or use said waters as in this contract provided.

3. In consideration of the transfer by the Company to the City of said waters of the stream and the right to use the same, the City agrees:

(a) To pay to the Company the sum of one hundred thirty-two thousand five hundred (\$132,500.00) dollars, payable as follows: Thirty-two thousand five hundred (\$32,500.00) dollars on or before thirty days from date hereof; one hundred thousand (\$100,000.00) dollars on or before sixty days from date hereof provided that should the City obtain the proceeds from the sale of its one million three hundred thousand (\$1,300,000.00) dollars Water Revenue Bonds prior to the dates of payment hereinabove specified, payment in full shall be made by the City upon the receipt by it of the proceeds of said bonds.

(b) To furnish and deliver irrigation water to the Company into the Company's distributing system as at present constructed below the East Jordan Canal from the 1st day of April until the 15th day of October of each year, provided that the City shall not be required to furnish irrigation water subsequent to the 1st day of October of any year in which it is not furnishing irrigation water to any of its other exchanges and provided further that a sufficient amount of water shall be delivered to the Company's present system above said East Jordan Canal to serve its stockholders, having land above said canal, their proportion of the Company's irrigation water and in accordance with good irrigation practice, and provided further, that at any time the Company's share of the water in the stream shall be sufficient to irrigate such lands